

## SPECIFIC TERMS – MANAGED PERIMETER PROTECTION SERVICE

This Specific Terms form the Agreement between you and SPTel Pte. Ltd. (Reg No. 199700517K).

It is agreed between the Parties as follows:

### 1. Service Definitions

|                            |  |
|----------------------------|--|
| "Acceptance"               | Means in relation to a Service, the date of your activation of the Service   |
| "Content"                  | Means, not limited to, messages, alerts, reports, information regarding cybersecurity events generated by the systems supporting the Service and made available to you                                   |
| "IntranetProtect"          | Means the virtual firewall service provided by us that detects and blocks internal cyber threats from your site(s) from traversing across your IPVPN to your other site(s).                              |
| "ThreatProtect"            | Means the virtual firewall service provided by us that detects and blocks external cyber threats from the internet of your network or site perimeter.  |
| "Fault"                    | Means a fault or defect in the Service or any associated equipment or facilities that disrupts the Service (as set out in this Specific Terms).  |
| "Internet Service"         | Means internet access service provided by us to you  |
| "IPVPN"                    | Means Internet Protocol Virtual Private Network service provided by us to you  |
| "MPP Service" or "Service" | Means the grant to you of the right to use the IntranetProtect, ThreatProtect, or Web Application Firewall as specified in the Order subject to and in accordance with the terms of this Specific Terms. |
| "Web Application Firewall" | Means an application firewall which defends against threats from web traffic, by applying a set of rules to a HTTP conversation.   |

## **2. Managed Perimeter Protection (“MPP”) Service**

- 2.1 In relation to each Order, we will use reasonable endeavours to commence providing ThreatProtect, IntranetProtect, or Web Application Firewall Services pursuant to such Order on the date of Acceptance for such MPP Services. Such Services will thereafter be provided for the Service Term subject to the termination clauses of this Specific Terms and the General Terms.
- 2.2 SPTel’s Internet Service and IPVPN are pre-requisites for our ThreatProtect and IntranetProtect Service respectively.
- 2.3 Each order for ThreatProtect applies to only one Internet Service provided by us under an Order.
- 2.4 Upon successful subscription of the Service, you would be entitled to access our online system(s) via a single user ID and randomly generated password as provided by us which will include information regarding such firewall security events. You may request access for additional users for a fee. Soft change request is applicable in the event of lost or forgotten password to perform password reset.
- 2.5 You may select to upgrade your subscription to a higher tier of Service or downgrade your subscription to a lower tier of Service at any time via an application form. There will be no Early Termination Charges applicable in the event that you upgrade your subscription to a higher tier of Service. However, Early Termination Charges will be applicable if you downgrade your subscription to a lower tier of Service. For avoidance of doubt, any change to the subscription of Service will result in a new term of the Terms of Service, which shall commence on the date of the change.
- 2.6 A request for bandwidth upgrade or downgrade in relation to the associated Internet Service or IPVPN may result in a consequent upgrade or downgrade to the Service. You will be responsible for the additional charges or Early Termination Charges for such change to the Service.
- 2.7 You agree that:
  - 2.7.1 The Service is subject to availability of resources, including but not limited to, technical capacity, our delivery systems, network availability and our area of coverage at the time at which the Service is requested or delivered.
  - 2.7.2 You are responsible to provide the firewall policies as pre-requisite for the activation of the Service.
  - 2.7.3 Auto-trigger email alerts on detected events are subjected to your internet connectivity and network condition.

- 2.7.4 We may modify and/or replace the Service by remote changes to software, and/or the terms under which the Service are provided, at our discretion, at any time. Those changes may interrupt the Service.
- 2.7.5 We are not the manufacturer of the Service and that we shall not be responsible for any defects or any loss or damage arising out of such defects, even if we supplied the Service.
- 2.7.6 You must not resell the Service or otherwise provide to third parties without our prior written consent, whether for profit or not.
- 2.7.7 If you subscribe to any Third Party services directly, you shall be responsible for adhering to the Third Party's terms of service. In no event shall we be responsible for any of the Third Party's performance of the service which you subscribed directly.
- 2.7.8 You shall not use the Service in any manner or for any purpose which may constitute a violation or infringement of the rights of any party including but not limited to their intellectual property or confidentiality rights.
- 2.7.9 You must not make or attempt any unauthorised access to any part or component of the Service, the network or any third party systems or networks to which you can connect through the Services directly or otherwise.
- 2.7.10 You must not disrupt the various networks that are connected to the Service or violate the regulations, policies or procedures of such networks.

### **3. No Warranties**

- 3.1 This Service is provided “as it” and without any representation of warranty, whether express, implied or statutory. We specifically disclaim any merchantability, fitness for a particular purpose.
- 3.2 We do not guarantee:
  - 3.2.1 Continuous and uninterrupted performance of the Services.
  - 3.2.2 Any traffic delays or other changes to traffic caused by the implemented firewall policies.
  - 3.2.3 Cybersecurity events not detected or protected by us.
- 3.3 We do not warrant the accuracy, reliability or quality of any Content obtained through the Service; and that the Service and access to them are error free and uninterrupted or available at all times.

#### **4. Processing of instructions submitted via telephone**

- 4.1 You may instruct us to act in accordance with your instructions submitted via telephone which are related to the subscription of Services, activation of Services, deactivation of Services and/or termination of Services.
- 4.2 We shall process the instructions after making proper verification. For the purpose of proper identification, you shall correctly answer our verification enquiries. We shall have the right to refuse to act upon your telephone instructions if:
- 4.2.1 the caller is not one of the authorized person(s) stated at clause 6.1.2;
- 4.2.2 the caller does not respond correctly to the enquires for the purpose of proper identification;
- 4.3 You shall be responsible for any and all sums payable arising from your instructions to us. We shall bear no liability for any loss incurred by you for processing instructions submitted in accordance with these terms and/or as a result of misinterpretation of an instruction due to any error, ambiguity or inaccuracy of the instruction.

#### **5. Charges**

- 5.1 The Charges payable in relation to each Order do not include cross-connect charges that you may have to incur in connection with the provision of the Service pursuant to such Order unless otherwise stipulated in Order.
- 5.2 If there is a Fault in any month which entitles you to receive a Service Credit Rebate (as set out in this Specific Terms), the relevant Service Credit Rebate will be applied to the Charges for the following month. Such Service Credit Rebate (if any) shall be your sole and exclusive remedy (and our sole and exclusive liability) in respect of such Fault.
- 5.3 We reserve the right to charge you for expenses incurred by us in investigating any Fault reported by you if the Fault is not due to or does not lie within our facilities or Network.
- 5.4 All orders are non-cancellable and all amounts paid are non-refundable.

#### **6 Operational Terms and Conditions**

- 6.1 You shall be responsible for:

- 6.1.1 Providing us with the names and contact details of any individuals authorised to act on your behalf for Service management matters. We may also accept instructions from a person who we reasonably believe is acting with your authority.
- 6.1.2 Assuring that only you or your designated users will access the Service and that you and all your users shall not share user IDs, passwords or other methods for accessing the Service with individuals who are not the designated users of the access provided by us.
- 6.1.3 Taking all reasonable steps to prevent unauthorised access to the Service.
- 6.1.4 Performing firewall policy changes if Administrative Access is subscribed.
- 6.2 If you become aware of any use of the Service that violates the requirements of Clause 6.1 above, you must take prompt action to suspend your use of the Service. We may ask you to take action within a certain time period. If you fail to comply with our request we may suspend your account.
- 6.3 Where you require a change to your Service's policy settings, including password reset, you may request additions, deletions, or modifications to your Service via an application form and we will provide you with the means to request Soft Changes. Such requests shall be subject to additional charges and lead time. If Administrative Access is subscribed, we will not accept Soft Change requests from you under this Specific Terms.
- 6.4 Either Party detecting a Fault in the Service shall notify the other Party as soon as reasonably possible. Our contact details will be provided in our service handover document. Your contact details shall be the details provided by you on in our application form. You will reasonably cooperate with us in respect of any fault investigation pertaining to the Service or cyber-attacks.
- 6.5 You agree to cooperate with us to prioritize restoration of the affected Internet Service or IPVPN as necessary in the event of a Fault.
- 6.6 Any Service failure such as Fault, missed events or increased false positives due to changes to the system configurations requested by you is your sole responsibility. Any Charges for rectifying such failure caused by you or any third parties will be borne solely by you.
- 6.7 We reserve the right to immediately stop any ongoing mitigation initiated by you, if any, with or without notice to you, if we determine in our absolute discretion that such mitigation will or may affect the Service's infrastructure, and/or the Network. We will not be liable to you or any third party for the foregoing.

- 6.8 We may, in our absolute discretion and without notice to you, trigger a black hole if necessary to prevent any harm or imminent harm (such as interruption, disruption, congestion, signal leakage and/or any unauthorised action) to our network or the networks of third parties.

## **7 Rights in Managed Perimeter Protection Service**

- 7.1 The provision of MPP Service pursuant to any Order does not give you any right, title or proprietary interest in the MPP Service. Any software provided to you or made available for your use is licensed only, is subject to any accompanying license agreement, and as between you and us, we retain title in all copies of the software. You do not obtain title to, or ownership of, any intellectual property rights in the software or any copies thereof.
- 7.2 We own the infrastructure that supports the MPP Service.
- 7.3 Except as expressly permitted, you must not grant any third party any right to use any MPP Service that has been provided to you.

## **8 Termination Rights supplementing the General Terms**

- 8.1 Where the provision of the MPP Service is conditional on you subscribing to other services with us or satisfying minimum requirements of subscription to such other services from us ("Service Condition"), any violation of the Service Condition will also automatically terminate the MPP Service and you will be liable for Early Termination Charges.
- 8.2 Where the MPP Service is subscribed as a secondary service to other Services provided by us, the termination of said Services would automatically terminate the MPP Services. In this event, an Early Termination Charge in respect of the MPP Services may be payable.
- 8.3 The minimum period of Service shall be indicated in the Order. Unless otherwise agreed to in writing, when the minimum period of Service expires, this Agreement will be automatically renewed on a calendar monthly basis (based on the same terms and conditions except for Charges, which shall be based on our then prevailing Charges for the Services) unless you give us a written notice of termination at least 30 days prior to the expiry of the minimum period of Service or the renewed term.
- 8.4 Without limiting the foregoing, Clause 4, 5 and 6 will survive any expiration or termination of this Agreement. Upon the effective date of termination of the Agreement for any reason: (a) all rights granted to you under this Agreement, including your right to use the Service, will immediately terminate; (b) you must stop all use of the Service, and (c) you must return or, if we request, destroy any Confidential Information.